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| 10/620,959      | 07/16/2003  | Myron K. Gordin      | P05717US01          | 9987             |

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DES MOINES, IA 50309-2721

EXAMINER

KATCHEVES, BASIL S

ART UNIT PAPER NUMBER

3635

DATE MAILED: 10/05/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

|                              |                                      |                                      |  |
|------------------------------|--------------------------------------|--------------------------------------|--|
| <b>Office Action Summary</b> | <b>Application No.</b><br>10/620,959 | <b>Applicant(s)</b><br>GORDIN ET AL. |  |
|                              | <b>Examiner</b><br>Basil Katcheves   | <b>Art Unit</b><br>3635              |  |

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 07 August 2006.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-16 and 18-89 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-16, 18-89 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)   | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

**DETAILED ACTION**

***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claim 54 recites the limitation "the layer" in line 13. There is insufficient antecedent basis for this limitation in the claim.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-16, 18, 19, 21, 31-50, 52-54 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,340,790 to Gordin et al in view of U.S. Patent No. 4,543,764 to Kozikowski as in the previous office action.

Regarding claims 1 and 42, Gordin discloses a hollow metal pole (fig. 11: 92) used for supporting lights, but does not disclose a sleeve positionable around a part of

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the pole. Kozikowski discloses the use of a vinyl pole sleeve for placement around a pole in order to repair the pole. It would have been obvious to one having ordinary skill in the art at the time the invention was made to use the sleeve of Kozikowski around the pole of Gordin in situations which require a repair. Also, the prior art discloses the basic claim structure of the instant application but does not disclose specific sleeve dimensions as in the application. Applicant fails to show criticality for specifically claimed dimensions, therefore it would have been an obvious design choice to use the dimensions such as specified in these claims for use with heavy or light loads. The applicant should also note that vinyl inherently has a level of tear resistance, a resistance to water absorption, and an inherent resistance to dimensional variations.

Regarding claims 2 and 46, Gordin in view of Kozikowski discloses the basic claim structure of the instant application but does not disclose specific dimensions of the pole. Applicant fails to show criticality for specifically claimed dimensions of the pole, therefore it would have been an obvious design choice to use the dimensions such as specified in these claims.

Regarding claim 3, Gordin in view of Kozikowski discloses the pole as tubular.

Regarding claim 4, Gordin in view of Kozikowski discloses the use of steel for building poles (column 2, lines 28-29).

Regarding claim 5, Gordin in view of Kozikowski discloses the pole as tapered (fig. 11).

Regarding claim 6, Gordin in view of Kozikowski discloses the pole as slip fitted to a base in the ground (fig. 12).

Regarding claim 7, Gordin in view of Kozikowski discloses the pole as being elongated (fig. 7).

Regarding claim 8, Gordin in view of Kozikowski discloses the pole as being made of a plurality of sections (fig. 7: 72 & 76).

Regarding claim 9, Gordin in view of Kozikowski does not specifically disclose the sections as slip fitted together, however the sections are inherently capable of being slip fitted together, as they have the same circumferential shape enabling them to do so.

Regarding claim 10, Gordin in view of Kozikowski discloses a covering layer for pole sections.

Regarding claims 11, 12, 48, and 49, Gordin in view of Kozikowski discloses the layers as overlapping (fig. 7).

Regarding claim 13, Gordin in view of Kozikowski discloses the sleeve as a covering sheet material.

Regarding claim 14, Gordin in view of Kozikowski discloses the use of steel which is flexible.

Regarding claims 15, 16, 50, Gordin in view of Kozikowski in view of Kozikowski discloses the use of vinyls and other similar components (column 4, line 67 – column 5, line 20).

Regarding claim 18, Gordin in view of Kozikowski discloses the basic claim structure of the instant application but does not disclose specific dimensions. Applicant fails to show criticality for specifically claimed dimensions, therefore it would have been an obvious design choice to use the dimensions such as specified in these claims.

Regarding claim 19, Gordin in view of Kozikowski discloses the sleeves as having a top, bottom, and sides if placed in an unrolled position.

Regarding claim 21, Gordin in view of Kozikowski discloses the sleeve as being capable of having a trapezoidal shape when in a flat configuration, since Gordin's pole is tapered, it would be obvious to use a trapezoidal shape to cover a tapered pole.

Regarding claims 31 and 32, Gordin in view of Kozikowski discloses an opening in the covering layer for fitting over the conical structure at the top of the pole (top and bottom opening holes).

Regarding claims 33, 34, Gordin discloses a sealant (fig. 11: 108) between the sleeve and top of pole.

Regarding claim 35, Gordin discloses the sealant as inherently capable of being similar to a caulk type material (fig. 11: see spread on 108).

Regarding claim 36, Gordin in view of Kozikowski discloses the sleeves as substantially covering the pole (fig. 7).

Regarding claim 37, Gordin in view of Kozikowski discloses the sleeves as having an inherent color.

Regarding claim 38 and 39, Gordin in view of Kozikowski does not specifically disclose the pole as being colored to match an environmental feature or specific team colors. It would have been obvious to one having ordinary skill in the art at the time the invention was made to paint the sleeves with an appropriate team color or turf color, as stadiums throughout the world are regularly painted to match a theme or their home team colors.

Regarding claims 40, 41, 53, Gordin in view of Kozikowski discloses the sleeves as having the texture and pattern of a vinyl sleeve.

Regarding claim 43, Gordin in view of Kozikowski discloses the sleeves as wrapped around poles.

Regarding claim 44, Gordin in view of Kozikowski does not disclose a plurality of sleeves secured relative to one another. However, it would have been obvious to one having ordinary skill in the art at the time the invention was made to use more than one sleeve, since it has been held that a mere duplication of the essential working parts of a device involves only routine skill in the art. *St. Regis Paper Co. V. Bemis Co.*, 193 USPQ 8.

Regarding claim 45, Gordin in view of Kozikowski discloses the sleeves as secured from longitudinal movement.

Regarding claim 47, Gordin in view of Kozikowski does not particularly show a tapered sleeve. It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the sleeves to be tapered in order to fit around a tapered pole, which would require the shape of the sleeve to be trapezoidal when laid flat.

Regarding claim 52, Gordin in view of Kozikowski discloses the top of the sleeves as sealed to the top of the pole.

Regarding claim 54, Gordin discloses a hollow pole configured to support a lighting system. Kozikowski discloses a vinyl repair sleeve used on poles. It would have been obvious to one having ordinary skill in the art at the time the invention was

made to use the repair sleeve of Kozikowski around the pole of Gordin in situations which require a repair. The applicant should also note, that vinyl has an inherent resistance to a level of tearing, resistance to water absorption, and a resistance to dimensional fluctuations.

Claims 20, 22-27, 51, 55-64, 67-81, and 84-89, are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,340,790 to Gordin et al in view of U.S. Patent No. 4,543,764 to Kozikowski further in view of U.S. Patent No. 3,968,561 to Oakes et al. as in the previous office action.

Regarding claim 20, 51, Gordin in view of Kozikowski does not disclose the sleeves, when laying flat, as having the opposite side edges rolled into a U shape. Oakes discloses a pole sleeve having opposite edges rolled into a U shape (fig. 2: 21). It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Gordin in view of Kozikowski by using the U shaped ends of Oakes in order to secure the sleeve around the pole in a tighter manner.

Regarding claim 22, Gordin in view of Kozikowski discloses the sleeve as being in a trapezoidal shape when in a flat configuration, since Gordin discloses the sleeve as a truncated cone shape.

Regarding claim 23, 60, 77, Gordin in view of Kozikowski discloses the side edges as not overlapping (fig. 7).

Regarding claim 24, 61, 78, Oakes discloses a C shaped fastener to secure the sleeve (fig. 2: 19).



Regarding claim 25, 62, 79, Oakes discloses the fastener as having a base and inwardly angled walls at opposite sides defining an opening (fig. 2: 19).

Regarding claims 26, 27, 63, 64, 80 and 81, Oakes discloses the walls as inherently deformable.

Regarding claim 55, claim 55 is rejected for reasons cited in the rejections of claims 20, 22, and 24.

Regarding claim 56, Gordin in view of Kozikowski discloses a sleeve positionable around a part of an existing pole as stated above. Kozikowski discloses the use of a vinyl sleeve for poles (column 4, lines 67-68). It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Gordin by adding a vinyl sleeve, as disclosed by Kozikowski in order to prevent rust from destroying the pole. The prior art combination discloses the basic claim structure of the instant application but does not disclose the specific dimensions of the application. Applicant fails to show criticality for specifically claimed dimensions, therefore it would have been an obvious design choice to use the dimensions such as specified in these claims. In addition, claim 56 is also rejected for reasons cited in the rejection of claim 20.

Regarding claim 57, Gordin in view of Kozikowski further in view of Oakes discloses the basic claim structure of the instant application but does not disclose specific dimensions. Applicant fails to show criticality for specifically claimed dimensions, therefore it would have been an obvious design choice to use the dimensions such as specified in these claims.

Regarding claim 58, Gordin in view of Kozikowski discloses the sleeve as tapered (fig. 11).

Regarding claim 59, Gordin in view of Kozikowski discloses the pole as being elongated (fig. 7).

Regarding claim 67 Gordin in view of Kozikowski discloses the sleeves as substantially covering the pole (fig. 7).

Regarding claim 68, Gordin in view of Kozikowski discloses the sleeves as having an inherent color.

Regarding claim 69, 70, Gordin in view of Kozikowski does not specifically disclose the pole as being colored to match an environmental feature or specific team colors. It would have been obvious to one having ordinary skill in the art at the time the invention was made to paint the sleeves with an appropriate team color or turf color, as stadiums throughout the world are regularly painted to match a theme or their home team colors.

Regarding claims 71 and 72, Gordin in view of Kozikowski discloses the sleeves as having the texture and pattern of a vinyl sleeve.

Regarding claim 73, Gordin in view of Kozikowski does not disclose the sleeves, when laying flat, as having the opposite side edges rolled into a U shape. Oakes discloses a pole sleeve having opposite edges rolled into a U shape (fig. 2: 21). It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Gordin in view of Kozikowski by using the U shaped ends of Oakes in order to secure the sleeve around the pole in a tighter manner. Gordin also discloses

the sleeve as being in a trapezoidal shape when in a flat configuration, since Gordin disclose the sleeve as a truncated cone shape.

Regarding claim 74, Gordin in view of Kozikowski discloses the basic claim structure of the instant application but does not disclose specific dimensions of the pole. Applicant fails to show criticality for specifically claimed dimensions of the pole, therefore it would have been an obvious design choice to use the dimensions such as specified in these claims.

Regarding claim 75, Gordin in view of Kozikowski discloses the pole as tapered (fig. 11).

Regarding claim 76, Gordin in view of Kozikowski discloses the pole as being elongated (fig. 7).

Regarding claim 84, Gordin in view of Kozikowski discloses the sleeves as substantially covering the pole (fig. 7).

Regarding claim 85, Gordin in view of Kozikowski discloses the sleeves as having an inherent color.

Regarding claim 86 and 87, Gordin does not specifically disclose the pole as being colored to match an environmental feature or specific team colors. It would have been obvious to one having ordinary skill in the art at the time the invention was made to paint the sleeves with an appropriate team color or turf color, as stadiums throughout the world are regularly painted to match a theme or their home team colors.

Regarding claims 88, 89, Gordin discloses the sleeves as having the texture and pattern of a steel pole.

Claims 28-30, 82 and 83, are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,340,790 to Gordin et al in view of U.S. Patent No. 4,543,764 to Kozikowski further in view of U.S. Patent No. 4,092,079 to Swanson as in the previous office action.

Regarding claims 28 and 82, Gordin in view of Kozikowski does not disclose the use of fasteners. Swanson discloses a sleeve for a pole using fasteners to secure the sleeve (fig. 5). It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Gordin in view of Kozikowski by using fasteners, as disclosed by Swanson, in order to better secure the sleeves.

Regarding claim 29, 83, Swanson discloses the use of screws (49).

Regarding claim 30, Swanson discloses bolts (49) and nuts (51).

Claims 65 and 66, are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,340,790 to Gordin et al in view of U.S. Patent No. 4,543,764 to Kozikowski further in view of U.S. Patent No. 3,968,561 to Oakes et al. further in view of U.S. Patent No. 4,092,079 to Swanson as in the previous office action.

Regarding claim 65, Gordin in view of Kozikowski further in view of Oakes does not disclose the use of fasteners. Swanson discloses a sleeve for a pole using fasteners to secure the sleeve (fig. 5). It would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Gordin in view of

Kozikowski further in view of Oakes by using fasteners, as disclosed by Swanson, in order to better secure the sleeves.

Regarding claim 66, Swanson discloses screws (49).

### ***Response to Arguments***

Applicant's arguments filed 8/7/06 have been fully considered but are moot under new grounds of rejections necessitated by the applicant's amendment.

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

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Any inquiry concerning this communication or earlier communications from the examiner should be directed to Basil Katcheves whose telephone number is (571) 272-6846. The examiner can normally be reached on Monday-Friday from 7:30 am to 4:00 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Naoko Slack, can be reached at (571) 272-6848.

BK



Basil Katcheves

9/29/06

Primary Examiner AU 3635